

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

BCG, INC. and CHESAPEAKE PRODUCTS
& SERVICES, INC.,

Plaintiffs,

V.

GLES, INC., d/b/a SWEET OIL COMPANY,

Defendant/Third-Party
Plaintiff,

V.

SUNOCO, INC.,

Third- Party Defendant.

**INITIAL DISCLOSURES OF THE DEFENDANT GLES, INC. PURSUANT TO RULE
26(a)(1) OF THE FEDERAL RULES OF CIVIL PROCEDURE**

Defendant GLES, Inc. d/b/a Sweet Oil Company by and through its counsel, while reserving the right to supplement these disclosures and any and all objections thereto, hereby provides its initial disclosures pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure. Defendant makes these disclosures based upon information currently known and reasonably available to it.

1. The name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of the information.

RESPONSE: Defendant identifies the following individuals:

William and Charles Glenn
30759 Sussex Highway
Laurel, DE 19956

Knowledge of all aspects of dispute set forth in Complaint, including contractual obligations and plaintiff's performance and or lack of performance of those obligations

Bill Sweet
Mark L. Greco
Ben LeRoy

4501 Route 42 Suite #2
Turnersville, NJ 08012

Knowledge of all aspects of dispute, including contractual obligations of all parties and Plaintiffs' performance and or lack of performance of those obligations. Knowledge of Sunoco's unauthorized transfer of funds from Defendant's account

Daniel Moore
Sunoco, Inc.
936 Skyline Drive
Chester Springs, PA 19425
Knowledge of contractual relations with Mobil and Sunoco

Dolores Love
Sunoco, Inc.
936 Skyline Drive
Chester Springs, PA 19425
Knowledge of termination of credit card processing and contractual performance

Jeffery Byard
Sunoco, Inc.
Knowledge of relationship between Sunoco, Inc and Sweet Oil

Terry Sullivan
Citgo Petroleum
Knowledge aware of agreement to rebrand Laurel Oasis as Citgo

2. A copy of, or a description by category and location of all documents, electronically stored information, and tangible things in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely used for impeachment.

RESPONSE: Defendant identifies the following documents:

Documents in possession of defendant Sweet Oil:

- Contracts by and between all parties
- Correspondence and communications between all parties re: contracts, contract performance and issues re: same
- Invoices and documents re: the volume of sales and pricing
- Accounting and related documents re: financial transactions between and among the parties

Documents in the possession of Plaintiffs

- Contracts between Defendants and Sweet Oil and/or its predecessors
- Correspondence and other communications between and among all parties re: contracts and contractual performance
- Invoices and related documentation re: the sale of motor fuel
- Accounting and related documents re: financial transactions between and among the parties

Documents in the possession of Third-Party Defendants Sunoco, Inc.

- Contracts and related documents between and among the parties
- Correspondence and other communications re: contractual performance between and among the parties
- Accounting records and other documents re: financial transactions between and among the parties

Documents in the possession of Citgo Petroleum

- Proposed agreements, correspondence and other communications re: the agreement to rebrand Laurel Oasis as Citgo

3. The computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extend of injuries suffered.

RESPONSE: Defendant identify the following categories of damages:

From Plaintiffs:

- Lost profits due to breach/repudiation of existing contractual agreements
- Damages reflecting failure to pay for product delivered
- Damages relating to conversion of credit card receipts
- Damage to software and equipment loaned by Defendant

From Third-Party Defendant Sunoco:

- Damages re: unauthorized taking of funds from Defendant's account
- Punitive damages

4. For inspection and copying as under Rule 34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or indemnify or reimburse for payments made to satisfy the judgment.

RESPONSE: Defendant is unaware of any applicable agreements.

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Attorneys for Defendant GLES, Inc.,
A Delaware Corporation, d/b/a Sweet Oil Company

Dated: September 6, 2007